STANDARD WARRANTY

1. WARRANTY POLICY. Subject to those terms and conditions contained herein, Seller warrants that all Seller products conform in all material respects to the description identified in the quotation, proposal or offer made by Seller to Buyer for the sale of its products (collectively, "Quotation") and will be free from defects in material and workmanship for two (2) years from the date of shipment to Buyer (except for spare parts which Seller warrants for one (1) year from the date of shipment to Buyer). Products manufactured by parties other than Seller and/or its affiliates ("Third Party Products") supplied by Seller to Buyer are not warranted by Seller. Third Party Products may be warranted separately by their respective manufacturers, or other such parties from whom Seller purchases such Third Party Products and Seller shall, to the extent possible, assign to Buyer whatever rights Seller may obtain under any such warranties.

THE FOREGOING REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER TO BUYER AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE.

2. WARRANTY REMEDIES. Buyer's sole and exclusive remedy for Seller's breach of the foregoing warranties during the warranty period shall be, at Seller's sole discretion, the repair and/or replacement of any defective products (or component parts thereof) pursuant to the terms of and conditioned upon Buyer's compliance with the procedure identified in Section 5 hereof and, except as otherwise provided in Section 5 below, Seller does not accept any labor costs under any circumstances..

3. LIMITATION OF DAMAGES. SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY END USER OF PRODUCTS OR SERVICES WITH RESPECT TO THE SALE OF PRODUCTS OR PROVISION OF SERVICES UNDER THE QUOTATION FOR LOST PROFITS, LOSS OF USE OR DOWNTIME, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND WHETHER ARISING IN, CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH LOST PROFITS, , LOSS OF USE OR DOWNTIME, OR DAMAGES. SELLER'S AGGREGATE AND TOTAL LIABILITY TO BUYER AND ANY END USER OF PRODUCTS OR SERVICES IS LIMITED TO THE AMOUNT OF BUYER'S DIRECT DAMAGES UP TO THE AMOUNT OF THE CONTRACT PRICE AND IN NO EVENT SHALL SELLER BE LIABLE TO BUYER AND ANY END USER FOR ANY DAMAGES OR AMOUNTS WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID BY BUYER FOR PRODUCTS AND/OR SERVICES REFERENCED IN THE QUOTATION.

4. INAPPLICABILITY OF, AND VOIDING OF THE WARRANTY. Except with respect to the one (1) year warranty for spare parts which shall not require a service agreement to maintain the validity of the warranty with respect thereto, this Standard Warranty shall be valid and apply to Seller products only if Buyer purchases and maintains a service agreement with Seller for such products throughout the warranty period. This Standard Warranty does not cover defects in Seller products which, in the sole discretion of Seller, are not defects in material and workmanship and may be attributed to other causes including but not limited to failure to operate and/or maintain Seller products in accordance with the applicable Seller installation and/or operator's manuals, owner's manuals, maintenance manuals, manufacturer's recommendations, and any other manuals, guidelines or recommendations of Seller concerning the maintenance and operation of Seller products that may be communicated to Buyer from time to time, side-pulling of load, shock loading, excessive jogging, eccentric loading, overloading, accidental occurrence, improper repair, improper handling or storage of products, chemical exposure and/or abnormal operating conditions not identified to Seller in writing prior to Seller's issuance of a Quotation, or any other cause that in Seller's sole discretion is not attributable to defects in material and workmanship. Failure of products to meet published performance specifications due to abnormal operating conditions beyond Seller's knowledge or control shall not be considered defects in either workmanship and/or material.

Modification of Seller products and/or incorporation of Other Manufacturer's Products into Seller products by individuals and/or organizations other than Seller shall void this Standard Warranty.

Buyer's failure to pay in full for the products and services provided for in a Quotation and a service agreement covering Seller products as set forth above shall void this Standard Warranty.

5. WARRANTY PROCEDURE. To obtain warranty remedies pursuant to this Standard Warranty, Buyer must strictly adhere to the following procedure. Buyer's failure to comply with the terms of this procedure shall void this Standard Warranty.

a. Buyer shall, within seventy-two (72) hours of any claimed nonconformance or defect in Seller products, notify Seller's Warranty Administrator in writing of the alleged nonconformance or defect.

b. Seller shall, within a reasonable time, advise Buyer of its intention to initially accept or deny the warranty claim pursuant to the terms of this Standard Warranty. If Seller elects to initially accept the warranty claim, it shall advise Buyer of its intention to replace, repair or otherwise further inspect the allegedly nonconforming or defective products (or component parts thereof) ("Initial Acceptance").

(1) Replacement of allegedly nonconforming or defective products. Should Seller provide Initial Acceptance of Buyer's warranty claim and elect to replace the allegedly nonconforming or defective products (or component parts thereof), or should Seller elect to provide Initial Acceptance of Buyer's warranty claim through notification to Buyer that Seller elects to inspect the allegedly nonconforming or defective products (or component parts thereof) and then subsequently elect to replace the allegedly nonconforming or defective products (or component parts thereof), Seller shall within a reasonable time, ship new, comparable, replacement products to Buyer F.C.A. Seller's plant, warehouse or dock, as defined by Incoterms® 2020, via the lowest cost method available.

(2) Repair of allegedly nonconforming or defective products. Should Seller provide Initial Acceptance of Buyer's warranty claim and elect to repair and/or permit the repair of the allegedly nonconforming or defective products (or component parts thereof) by approved third parties, or should Seller elect to provide Initial Acceptance of Buyer's warranty claim through notification to Buyer that Seller elects to inspect the allegedly nonconforming or defective products (or component parts thereof) and then subsequently elects to repair the allegedly nonconforming or defective products, Seller shall, unless otherwise agreed in writing by the Warranty Administrator, pay only those direct labor costs incurred to effectuate the repair and the cost of Seller replacement products consumed during said repair provided that the costs for all products and/or services are approved in advance in writing by Seller's Warranty Administrator.

(3) Inspection of allegedly nonconforming or defective products. Should Seller provide Initial Acceptance of Buyer's warranty claim through notification to Buyer that Seller elects to inspect the allegedly nonconforming or defective products (or component parts thereof) and then subsequently determine that the alleged nonconformity or defect is not covered under this Standard Warranty, Seller shall bill Buyer, and Buyer shall pay Seller any and all costs associated with the performance of inspection of allegedly nonconforming or defective products.

6. WAIVER. BUYER HEREBY WAIVES ANY CLAIM THAT THE EXCLUSIONS OR LIMITATIONS IDENTIFIED HEREIN DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSES THIS OR ANY OTHER AGREEMENT WITH SELLER TO FAIL OF ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY OTHER THAN THOSE IDENTIFIED IN SECTION 2 HEROF WITH RESPECT TO THE PROVISION OF PRODUCTS AND/OR SERVICES BY SELLER REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, WHETHER BASED IN AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.